BILL NO. S-86-04-14

SPECIAL ORDINANCE NO. S- 69-86

AN ORDINANCE approving the Contract for Improvement Res. #6044-86, Wells Street Revitalization Tree Installation, by the City of Fort Wayne, Indiana, by and through its Board of Public Works and Safety and the Landmark Design Landscaping Corporation.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the annexed Contract for Improvement Res. #6044-86, Wells Street Revitalization Tree Installation, made a part hereof, by the City of Fort Wayne, by and through its Board of Public Works and Safety and the Landmark Design Landscaping Corporation, is hereby ratified, affirmed and approved in all respects. The work under said Contract requires:

> landscaping the right-of-way along Wells Street from Commerce Street South to the Railroad Tracks;

the Contract price is Twenty-Eight Thousand Three Hundred Thirty and No/100 Dollars ($28,330.00).

SECTION 2. Prior Approval was received from Common Council with respect to this Contract on April 15, 1986. Two (2) copies of the Contract, attached hereto, are on file with the Office of the City Clerk and made available for public inspection, according to law.

SECTION 3. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.

Mark E. McCurdy
Councilmember

APPROVED AS TO FORM
AND LEGALITY

Bruce O. Boxberger, City Attorney

Read the ~~first~~ time in full and on motion by GiaQuinta, seconded by Eisbart, and duly adopted, read the second time by title and referred to the Committee Finance (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 19____, at _____ o'clock ____.M.,E.

DATE: 4-22-86

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the ~~third~~ time in full and on motion by GiaQuinta, seconded by Stier, and duly adopted, placed on its passage. PASSED ~~(LOST)~~ by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	9				
BRADBURY	✓				
BURNS	✓				
EISBART	✓				
GiaQUINTA	✓				
HENRY	✓				
REDD	✓				
SCHMIDT	✓				
STIER	✓				
TALARICO	✓				

DATE: 5-13-86

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL) (SPECIAL) (ZONING MAP) ORDINANCE (RESOLUTION) NO. R-69-86 on the 13th day of May, 19 86,

ATTEST:

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

(SEAL)

Samuel J. Talarico
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 14th day of May, 19 86, at the hour of 11:00 o'clock A.M.,E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 14th day of May, 19 86, at the hour of 2:00 o'clock P.M.,E.S.T.

WIN MOSES, JR., MAYOR

INVITATION FOR BIDS/AWARD OF CONTRACT*
(Federally-Assisted Construction)

PROJECT: WELLS STREET POINT RESOLUTION # 6044-86

CONTENTS

Check if contained	Pages	
	1	Cover Sheet
	I1 - I11	Instruction to Bidders
	S1	Schedule
		Schedule of Items
	GP1 - GP17	General Provisions
	GPA1 - GPA6	Federal Labor Standards Provisions
		Special Conditions
		Plans and Specifications
		Drawings
		SUPPLEMENTARY BID FORM

ATTACHMENTS

		Certification of Non-Segregated Facilities
		Non-Collusion Affidavit
		Bidder's Bond
		Performance Bond
		Sworn Experience Questionnaire
		Plan and Equipment Questionnaire
		Contractor Financial Statement 96-A
		Certificate in Lieu of Financial Statement
		Prevailing Wage Scale - State of Indiana
		Federal Wage Scale
		Payment Bond
		Warranty Bond
		CONTRACTOR QUALIFICATION STATEMENT

Discount for Prompt Payment (See General Provisions Clause)	10 Calendar Days	20 Calendar Days	30 Calendar Days	Othe
	____ %	____ %	____ %	____

Acknowledgement of Amendments	Amendment No.	Date	Amendment No.	Date

****

BID SUBMITTED

Contractor LANDMARK DESIGN LANDSCAPING CORP.

By Mark S. Schomburg

Its President

Offer Date 4-7-1986

Compliance: J. Adams

Bidder agrees to keep bid open for acceptance for 120 days (90 days unless otherwise specified.)

ACCEPTANCE OF BID/AWARD OF CONTRACT

City of Fort Wayne
Board of Public Works

David J. Kiet

Cosette R. Simon

Laurence D. Conaboy

City of Fort Wayne
Mayor

[signature]

O.C. 12/84

Award 4-14-86

The MBE/WBE firm (cross out inapplicable provision) shall have _____% participation (employees) _____% participation (costs) in this project.

Specify the percentage of minority/women ownership in the MBE/WBE firm _____% (cross out inapplicable provision).

C. The undersigned commits 0 % of the total bid price as a subcontract to minority business enterprise participation. The MBE firms which are proposed as subcontractors are the following:

Name of Firm	Address	Type of Work
1.		
2.		
3.		

D. The undersigned commits _____% of the total bid price as a subcontract to women business enterprise participation. The WBE firms which are proposed as subcontractors are the following:

Name of Firm	Address	Type of Work
1.		
2.		
3.		

E. (Complete (1) and (2) below if participation goals of 7% MBE and 2% WBE have not been met)

1. My Company cannot meet the participation goals for the following reasons: WERE NOT A MBE/WBE FIRM

2. We have taken the following steps in an attempt to comply with these participation goals: NO - SUB-CONTRACTING NEEDED

(attach additional sheets as necessary)

Contractor LANDMARK DESIGN / LANDSCAPING CORP. Contractor _____

By MARK S. SCHOMBURG By _____

Its PRESIDENT Its _____

Minority Business Enterprise (MBE) is a business of which at least 51% is owned and controlled by minority group members. ("Minority" means Black, Hispanic, American Indian, Asian, Pacific Islander, and Alaskan Native). The minority owners must exercise actual day-to-day management, as well as actively participate in management and policy decisions affecting the business. The contribution of capital, equipment or expertise made by the minority owners must be real, substantiated and documented.

Women Business Enterprise (WBE) is a business of which at least 51% is owned and controlled by women. The women owners must exercise actual day-to-day management, as well as actively participate in management and policy decisions affecting the business. The contribution of capital, equipment or expertise made by the women owners must be real, substantiated and documented.

The contract for which this proposal/bid is prepared is governed by the MBE/WBE Ordinance. This form must be completed in order to be responsive to this IFB/RFP. If the participation goal of 7% for MBE and 2% for WBE are not met or exceeded in your bid or proposal, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated in determining whether the bidder/offeror is responsible.

A list of possible MBE/WBE contractors/suppliers are on file in the Compliance Office, Room 800, City-County Building, for Contractor review.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO THE MBE/WBE GOALS OF THE CITY FOR WORK DONE PURSUANT TO THIS CONTRACT:

A. N/O The undersigned firm certifies that it is an MBE/WBE Contractor (cross out inapplicable provision).

For MBE specify percentage of minority ownership _____%.

For WBE specify percentage of women ownership _____%.

B. _____ The undersigned certifies that they are a joint venture in which the following (MBE/WBE) firm _____(cross out inapplicable provision) is a joint venture partner.

14. Minority/Female Hourly Employment Requirements. The City's policy is to encourage a greater utilization of minority and/or female employees in City construction projects. The Board of Works has, therefore, adopted a minimum goal of 17% of the total work hours on each project to be expended by minority and/or female employees. ("Minority" shall include: Blacks, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native.)

The bidder shall state in "A" below the percentage of total work hours which the bidder and his subcontractors will employ and utilize women and minority employees on this project. If a contract is awarded as a result of this bid, the percentage figure set forth in "A" shall become contractually binding on the bidder. The successful bidder will also be required to prepare reports for the City demonstrating compliance with this percentage and will allow city officials access to his records, facilities and work site and to those of his subcontractors to determine compliance.

The bidder must fill in the required blanks in this clause in order to be responsive to this IFB. If the bidder does not meet or exceed the hourly utilization goal of 17% minority/female participation, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated to determine whether the bidder is responsible.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO MINORITY/FEMALE HOURLY UTILIZATION.

A. The undersigned firm certifies that it will employ and utilize minorities and females and will ensure that its subcontractors employ and utilize minorities and females so that minorities and females will work at least 17 % of the total hours worked on this project.

B. Complete (1) and (2) below if the hourly utilization figure set forth in "A" is less than 17%.

1. My Company and its subcontractors cannot meet the 17% minimum hourly utilization figure for the following reasons: _____
_____
_____
_____.

2. My Company has taken the following steps in an attempt to comply with the 17% hourly utilization figure: _____

_____

_____

(attach additional sheets if necessary)

Contractor LANDMARK DESIGN LANDSCAPING CORP.

By MARK S. SCHOMBURG

Its PRESIDENT

15. NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY, EXECUTIVE ORDER 11246.

(Applicable to All Bids on Federally Assisted Procurement Contracts and Subcontracts in Excess of $10,000.00

A. The Offereor's or Bidder's attention is called to the "Equal Opportunity Clause and the "Standard Federal Equal Employment Specifications" set forth herein.

B. The goals and timetable for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all procurement work in the covered area, are as follows:

Time-Tables	Goals for minority participation for each trade	Goals for female participation in trade
	Insert goals for each year	Insert goals for each year
	4.4	6.9

These goals are applicable to all the Contractor's procurement work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs procurement work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the

It is the policy of Landmark Design Landscaping Corp. that
(Company)

equal employment opportunity be afforded to all qualified persons without regard to race, religion, color, sex, or national origin.

In support of this policy Landmark Design Landscaping Corp will not
(Company)

discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin.

The Landmark Design Landscaping Corp will take affirmative action
(Company)

to insure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, or national origin. Such action will include but not be limited to:

RECRUITMENT, ADVERTISING OR SOLICITATION FOR EMPLOYMENT, HIRING, PLACEMENT, UPGRADING, TRANSFER OR DEMOTION, SELECTION FOR TRAINING INCLUDING APPRENTICESHIP, RATES OF PAY OR OTHER FORMS OF COMPENSATION, LAYOFFS OR TERMINATION.

Landmark Design Landscaping Corp
(Name of Company)

Mark S Schomberg
(Signature of Company Official)

April 7, 1986
(Date)

CERTIFICATION OF NON-SEGREGATED FACILITIES

Each bidder is required to submit with his bid a fully executed Certificate of Non-Segregated Facilities.

CERTIFICATION OF NON-SEGREGATED FACILITIES

The bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work area, restrooms and washrooms, restaurant or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The bidder agrees that (except where he has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Date: April 7, 1986 Landmark Design Landscaping Corp
(Name of Bidder)

By Mark S. Schomberg

President
Title

Official Address (including ZIP code):
14626 Illinois Rd.
Ft. Wayne IN 46804

NON-COLLUSION AFFIDAVIT

The Bidder, by its officers and its

agents or representatives present at the time of filing this bid, being duly sworn on their oaths, say that neither they nor any of them have in any way, directly or indirectly, entered into any arrangement or agreement with any other bidder, or with any public officer of such City of Fort Wayne, Indiana, whereby such affiant or affiants or either of them, has paid or is to pay to such other bidder or public officer any sum of money, or has given or is to give such bidder or public officer anything of value whatever, or such affiant or affiants or either of them has not directly or indirectly, entered into any arrangement or agreement with any other bidder of bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for by the attached bids, that no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the said bid or awarding of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contract sought by this bid.

Landmark Design Landscaping Corp.

By: Mark S Schomburg
Pres.-Treas.

Subscribed and sworn to before me by Mark S. Schomburg
this 9th day of April, 1986.

My Commission Expires:

2-20-87

Richard B. Fruchey
Notary Public
Resident of Allen County, IN

Subscribed and sworn to before me by
this day of , 19 .

My Commission Expires:

Notary Public
Resident of County, IN

Subscribed and sworn to before me by
this day of , 19 .

My Commission Expires:

Notary Public
Resident of County, IN

Contract No.

CERTIFICATE IN LIEU OF FINANCIAL STATEMENT

I, MARK S. SCHOMBURG (name), the PRESIDENT (position) of LANDMARK DESIGN LANDSCAPING, CORP. (company) hereby certify:

(1) That the Financial Statement of said company, dated the SEPT 1 day of SEPTEMBER, 1983, now on file in the office of the Board of Public Works of the City of Fort Wayne, Indiana, which Financial Statement is by reference incorporated herein and made a part hereof, is a true and correct statement and accurately reflects the financial condition of said company as of the date hereof;

(2) That I am familiar with the books of said company showing its financial condition and am authorized to make this certificate on its behalf.

Dated: April 9, 1986

Mark S. Schomburg
(signature)

SUBSCRIBED AND SWORN TO before me, a Notary Public, in and for said County and State, this 9th day of April, 19 86.

Richard B. Fisher

My commission expires:

2-20-87

CERTIFICATION OF BIDDER/VENDOR

The undersigned, on behalf of Landmark Design/ Landscaping Corp, does hereby make the following representations to the City of Fort Wayne, Indiana.

WHEREAS, it is acknowledged that the Common Council of the City of Fort Wayne, Indiana, has passed an ordinance condemning the apartheid policies of the country of South Africa;

WHEREAS, Council's ordinance requires that all persons, firms or corporations submitting bids to the City, for goods and services, certify, as part of the bid, that such entity does not support the policies of apartheid in South Africa.

The undersigned states, on behalf of Landmark Design/ Landscaping, Corp., that Landmark Design/ Landscaping Corp. does not support or endorse the policy of apartheid in South Africa.

IN WITNESS WHEREOF, this Certification has been signed this 7 day of April, 1986.

Landmark Design/ Landscaping Corp.
(Name of Bidder/Vendor)

Mark D. Schomburg President
(Name and Title of Person Signing)

TO BE EXECUTED BY BIDDER AND SURETY COMPANY BEFORE DEPOSITING BID:

BIDDER'S BOND

Know All Men by These Presents:

That WE, Landmark Design Landscaping Corp. as principal

and Indiana Insurance Company

~~and~~ _____ as sureties,

are held and firmly bound unto the City of Fort Wayne, Indiana, in the sum

of One thousand seven hundred twenty eight DOLLARS ($1,728.00),

to be paid to the said City of Fort Wayne, Indiana, or its successors or assigns, for the payment of which, well and truly made, we hereby bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

Signed and sealed at Fort Wayne, Indiana, this 9th

day of April, 1986.

The condition of this obligation is such that if the accompanying bid or proposal of Landmark Design Landscaping Corp.

_____

made this day to the City of Fort Wayne, State of Indiana, is accepted, and the contract awarded to the above bidder, and the bidder shall, within ten (10) days after such award is made, enter into a contract with the City of Fort Wayne, State of Indiana, for the work bid upon, and give bond as required; then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

SIGNED at Fort Wayne, Indiana

this 9th day of April, 1986.

Landmark Design Landscaping Corp.

By: Mark D. Schooley Pres.
Principal Pres.-Treas.

Indiana Insurance Company

* _____
Surety Atty-in-fa

INDIANA INSURANCE COMPANY SEAL

*If signed by an agent appropriate power of attorney shall be attached

Contract No.

6044-86

SUPPLEMENTARY BID FORM

Resolution #6044-86

THIS SUPPLEMENTARY BID FORM SHALL BE SUBMITTED WITH THE PROPOSAL.

BIDS

Submitted bids may not be withdrawn after the opening of bids, for a period of one-hundred and twenty (120) days, without the owners consent- Each bidder shall state the amount of the base bid as well as the amount to be added or deducted from the base bid for any alternates hereinafter listed:

ITEM	QUANTITY	UNIT	UNIT PRICE	TOTALS
Base Bid				
Seed Mix I Lawn	19,093	sq. ft.	.05	954.00
Seed Mix II Lawn	19,546	sq. ft.	.045	879.00
Shredded bark mulch	4,126	sq. ft.	.033	1376.00
Austrian Pine 6'	35	ea.	208.00	7280.00
Austrian Pine 8'	8	ea.	350.00	2800.00
Armstrong Juniper 24"	93	ea.	30.00	2790.00
		TOTAL BASE BID		16,080.00
Alternate I				
Red Sunset Red Maple 3"	32	ea.	329.00	10528.00
Indian Magic Crabapple 8' clump	19	ea.	90.63	1722.00
		TOTAL ALTERNATE I		12,250.00
Alternate II				
Red Sunset Red Maple 2"	32	ea.	165.00	5280.00
Indian Magic Crabapple 6' clump	19	ea.	49.50	940.00
		TOTAL ALTERNATE II		6220.00

THIS SUPPLEMENTARY BID FORM SUBMITTED BY:

Landmark Design Landscaping, Corp.
NAME OF CORPORATION

Mark S. Schomburg
PRESIDENT

Kerry Schomburg
SECRETARY

Note:

1. Refer to Sheet I and Specifications for detailed requirements of the Bid Items.

2. All unit prices are to include all labor, materials, equipment, and other costs required by the conditions of the contract and the specifications.

*TOTAL BASE BID AND ALT. I 28,330.00

TOTAL BASE BID AND ALT. II 22,300.00

*Contract award will be based on prices submitted for total of Base Bid and Alternate I combined.

COMPLETION TIME:

The undersigned here agrees, if awarded the contract, to pursue the work to substantial completion suitable for safe and normal use within ___*___ calendar days after contract execution and authorization to proceed barring strikes, civil strife, natural calamity or other events beyond control. Based upon the execution of the contract and the authorization to proceed, the duration of construction will be _____ days.

*Before June 15

ADDENDA:

The undersigned here acknowledges the receipt of the following addendum covering revisions to drawings and/or specifications, the cost of such revisions, if any, being included in the base bid or alternate bid.

Receipt of Addendum No. _____ is/are hereby acknowledged.

SCHEDULE

Board of Public Works and Safety

The contractor agrees to furnish at his/her/its own cost all labor, insurance, materials, equipment, and power for the complete performance of the following project:

SUPPLY OF ALL LABOR, MATERIALS, AND EQUIPMENT TO LANDSCAPE THE RIGHT OF WAY OF WELLS STREET FROM COMMERCE ST. SOUTH TO RAILROAD TRACKS.

All work will be performed in accordance with: Resolution #6044-86, the IFB, this contract and the applicable plans, specifications, and drawings for a **TOTAL PRICE** of $ See Below *. (If unit prices are applicable, the contractor agrees to perform for those unit prices as set forth in the Schedule of Unit Prices attached hereto). * PER ATTACHED UNIT COSTS

The work shall be commenced within ten (10) days after The Board issues a written notice to proceed. All work shall be completed within 90 days after issuance of the notice to proceed. Those days which the contractor cannot work because of severely inclement weather shall not be counted.

☒ Liquidated Damages Provision. (This clause shall be applicable to this contract only if the box contains a checkmark or an "X".) It is hereby agreed by and between the City of Fort Wayne and Contractor that time is of the essence of this agreement and the contractor agrees that it will complete the project as herein defined on or before * days after issuance of the Notice to Proceed. The parties agree that it is a business and governmental necessity that the project be completed by this date, that it will be difficult or impossible to make an accurate determination of the damages that would be incurred by the City of Fort Wayne, and therefore provide for liquidated damages in the sum of $ 250.00 per day for each and every day after 6-15-86 ~~days~~ after issuance of the Notice to Proceed that the project remains uncompleted. The parties agree that the sum of $ 250.00 per day is a reasonable estimate as to the damages which would be incurred by the City of Fort Wayne. The parties further agree that causes beyond the control of the contractor may delay the completion date. Therefore, the parties agree that delays in the completion date beyond the control of the contractor shall not result in liquidated damages.

* by 6-15-86

Delays beyond the control of the contractor can include but are not necessarily limited to, the following: Acts of God, strikes, lockouts or industrial disturbances, acts of public enemies, restraining orders of any kind by the government of the United States of America or of the State of Indiana or any of their departments, agencies, or officials, or any civil or military authority, insurrections, riots, landslides, earthquakes, fires, incapacitating storms, floods, and explosions.

In arriving at a determination of responsibility, The Board may institute a pre-award survey on any or all bidders. That pre-award survey may examine any of the considerations relating to a bidder's responsibility as set forth above. Bidders will cooperate with the pre-award survey team. Failure to cooperate can result in a finding of non-responsibility.

☐ 8. Prequalification - In addition to being timely, responsive, and responsible, a bidder must also be prequalified by the State Department of Highways in order to be awarded a Contract.

9. Bid Bond or Deposit. Each bid must be accompanied by a bond executed by the bidder and surety satisfactory to The Board, in a sum of FIVE percent (5 %) of the aggregate amount of the bid, but in no case less than $100.00; or the bidder may deposit with The Board in lieu of such bond, a certified check on a solvent bank in a sum of ____ percent (__%) of the aggregate bid or proposal, but in no case less than $100.00, which certified check shall be payable to the City of Fort Wayne. The bid bond or certified check shall serve as a guarantee that should the said bid be accepted by The Board, the bidder will, within ten (10) days after the time he is notified of the acceptance of the bid, enter into a contract with the City of Fort Wayne for the work bid upon and give bond with surety to be approved by The Board, insuring the faithful completion of the contract.

In case a bid is not accepted, the obligation of the said bond shall be null and void and the certified check will be returned to the bidder, as the case may be. In case a bid is accepted, and the bidder does not enter into a contract with the City of Fort Wayne for the work bid upon within ten (10) days after notification of award, then the obligation of the bond or the certified check shall be forfeited to the City of Fort Wayne for ascertained and/or liquidated damages for failure to enter into a contract: Provided that, the City's action in forfeiting the bond or retaining the certified check shall not preclude the City from taking any further action against the contractor to recover for all actual damage the City has suffered.

10. Sworn Experience Questionnaire, Plan and Equipment Questionnaire and Contractor's Financial Statement. Each bidder will submit with and as part of its bid the following documents under oath and on forms prescribed by the State Board of Accounts, or shall have the following forms on file with The Board which shall not be less than one year old.

(a) Experience Questionnaire.
(b) Plan and Equipment Questionnaire, and
(c) Contractor's Financial Statement (Form 96-A) or Certificate in Lieu of Financial Statement.

11. Execution of Additional Bid Documents. In addition to all documents previously mentioned as having to be executed and submitted as part of the bid, each bidder will be required as part of its bid to execute and submit the following documents as specified below:

(a) Certification of Non-Segregated Facilities
(b) Non-Collusion Affidavit
☐ (c) Prequalification Statement
(d) Supplementary Bid Form
(e)

12. Brand Name or Equal-Specified Materials or Equal. Where, in the specifications, one or more specified materials, trade names, or articles of certain manufacture are mentioned, it is done for the purpose of establishing a basis of durability and proficiency, and not for the purpose of limiting competition. The bidder can submit other names of materials and, if, the Director of The Board, determines that they are equal in durability and sufficiency to those mentioned and of a design in harmony with the work as outlined, then the bid will be accepted as responsive. However, if the Director of The Board determines that such materials are not equal, then the bid may be rejected as non-responsive. Consequently, bidders are advised to submit any such request for changes or deviations in materials to the Director of The Board prior to submitting bids. Any approval of deviation will be by written amendment to the solicitation and will be submitted to all bidders who have obtained IFBs.

13. Minority Business Enterprise/Women Business Enterprise Requirements.

(CONSTRUCTION)

It is the policy of the City of Fort Wayne that Minority Business Enterprises and Women Business Enterprises should participate to the greatest extent possible consistent with the State Law in Procurement Contracts awarded by the City of Fort Wayne.

In order to fulfill this policy, the City of Fort Wayne has adopted General Ordinance G-16-84 (Chapter 7 of the Code of the City of Fort Wayne) which sets participation goals for procurement contracts of at least 7% for Minority Business Enterprises and at least 2% for Women Business Enterprises. To meet the participation goals, a Minority Business Enterprise may be either a prime contractor, sub-contractor, or a joint venture.

goals for both its federally involved and nonfederally involved procurement.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-3(a) and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

C. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor, employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

D. As used in the Notice, and in the contract resulting from this solicitation, the "covered area" is the City of Fort Wayne, County of Allen, State of Indiana.

16. Required Prevailing Wage Schedule Payments - Federally Funded Projects. The contractor must, at a minimum, follow the Federal Labor Standard Provisions and the highest of the following for each position; (a) Federal wage scale, and benefits or (b) the local wage rate and benefits determination.

If a bidder is awarded a contract as a result of this Invitation for Bids, he/she/it shall file a schedule of wages, on forms provided by the City of Fort Wayne, demonstrating compliance with the appropriate wage rate determination. The successful prime contractor shall be responsible for obtaining schedules from all subcontractors. All schedules shall be filed before the contractor commences any work on the project.

17. Site Orientation. A site orientation (~~will~~/will not) be conducted by the City Engineers. If such an orientation is conducted, it will be held on the ___ day of _____, 19__, commencing at ___ o'clock __.M. at the site of the project.

Regardless of whether a site orientation is conducted or not, bidders are required to visit the site of the work, and inform themselves fully of the conditions, under which the work will be performed. The bidders shall be responsible for all conditions that affect the work, including, but not limited to all sub-surface conditions.

18. Performance Bond. The successful bidder, at the time of signing the contract will be required, at his own expense, to furnish a bond guaranteeing faithful execution of the contract, in full amount of the contract price, executed by the bidder and a surety to be approved by The Board, on the bond form issued by The Board. The Performance Bond shall contain the following clause: "The said Surety, for value received, hereby stipulates and agrees, that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any change, extension of time, alteration or addition to the terms of the contract, or to the work or specification."

19. Additional Bonds. If bidder is awarded a contract he will also be required to execute with surety, satisfactory to The Board:

☐ A. Payment Bond. In the amount of payments to be made under the contract.

☒ B. Warranty Bond. In the amount of the contract warranties the contractor performance for a period of three years after the date of the City acceptance.

20. Councilmanic Approval and Ratification of Contract. This Agreement, although executed on behalf of the Owner by the Mayor and The Board shall not be binding upon the Owner unless and until the contract has been ratified and approved by the Common Council of the City of Fort Wayne, Indiana. If the Common Council fails to approve the contract within ninety days after the date of bid opening, then the Contractor shall not be bound to the contract unless he/she/it elects to be so bound.

21. Method of Contract Award. The contract resulting from this IFB will be awarded:

☐ A. On an all or none basis.

☒ B. As follows BASE BID PLUS EITHER ALT. I OR ALT. II, AT OWNER'S DISCRETION WILL BE AWARDED TO A SINGLE FIRM.

STREET BARRICADE MAINTENANCE INFORMATION

Listed below are the names and telephone numbers of the persons responsible for the maintenance of the barricades necessary for the duration of this contract.

NAME	TELEPHONE NUMBER
Mark S. Schomburg	625-4243
Robert F. Mutschler	436-5302

Landmark Design Landscaping, Corp.
Contractor

Resolution Number 6044-86

1203.

Admn. Appr. _____

TITLE OF ORDINANCE Improvement Res. 6044-86, Wells Street Revitalization Tree Installatio

DEPARTMENT REQUESTING ORDINANCE Board of Public Works & Safety I-86-04-14

SYNOPSIS OF ORDINANCE The Contract for Improvement Res. 6044-86, Wells Street Revitaliz
tion Tree Installation is for landscaping the right-of-way along Wells Street
from Commerce Street South to the Railroad Tracks. Landmark Design Landscapin
Corporation is the Contractor. Prior Approval was received April 15, 1986.

EFFECT OF PASSAGE Landscaping at above area.

EFFECT OF NON-PASSAGE

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) $28,330.00

ASSIGNED TO COMMITTEE

BILL NO. S-86-04-14

REPORT OF THE COMMITTEE ON FINANCE

WE, YOUR COMMITTEE ON FINANCE TO WHOM WAS REFERRED AN (ORDINANCE) (~~RESOLUTION~~) approving the Contract for ~~Improvement Res.~~ #6044-86, Wells Street Revitalization Tree Installation, by the City of Fort Wayne, Indiana, by and through its Board of Public Works and Safety and the Landmark Design Landscaping Corporation

HAVE HAD SAID (ORDINANCE) (RESOLUTION) UNDER CONSIDERATION AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE) (RESOLUTION)

YES		NO
Mark E. GiaQuinta	MARK E. GiaQUINTA CHAIRMAN	
Charles B. Redd	CHARLES B. REDD VICE CHAIRMAN	
Paul M. Burns	PAUL M. BURNS	
Janet G. Bradbury	JANET G. BRADBURY	
James S. Stier	JAMES S. STIER	

CONCURRED IN 5-13-86

SANDRA E. KENNEDY
CITY CLERK